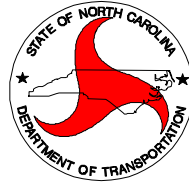


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 6 - DISTRICT 3

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE
NON-EXCLUSIVE CONTRACT

WBS NUMBER: 6C.024006

ROUTE: VARIOUS

COUNTY: BLADEN & COLUMBUS

DESCRIPTION: MISC. CONCRETE CONSTRUCTION

BID OPENING: JUNE 5, 2013 - 10:00 A.M.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

**TOM HAY, DIVISION PROPOSALS ENGINEER
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
558 GILLESPIE STREET
FAYETTEVILLE, NC 28301**

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
-------------------------------	---

GENERAL PROVISIONS

GENERAL.....	4
AVAILABILITY OF FUNDS - CONTRACT TERMINATION (Z-2)	4
CONTRACT TIME AND LIQUIDATED DAMAGES	4
GIFTS FROM VENDORS & CONTRACTORS (SP1-G152).....	5
OUTSOURCING OUTSIDE THE USA	5
EMPLOYMENT	5
PROSECUTION & PROGRESS	5
BIDS	6
SUBLETTING OF CONTRACT	6
BANKRUPTCY	6
AUTHORITY OF THE ENGINEER.....	6
ENGINEERING CONTROL	6
SUPERVISION BY CONTRACTOR.....	6
TEMPORARY SUSPENSION OF WORK	7
SAFETY AND ACCIDENT PROTECTION	7
INDEMNIFICATION	7
LIABILITY INSURANCE	7
PAYMENT AND RETAINAGE.....	8
CLAIMS FOR ADDITIONAL COMPENSATION	8
EXTENSION OF CONTRACT TIME	8
INSPECTION	8
MATERIALS & TESTING	8
UTILITY CONFLICTS	9
EQUIPMENT	9
TRAFFIC CONTROL & WORK ZONE SAFETY	9
FLAGGERS	9
AWARD OF CONTRACT (TERMS)	10
NON-EXCLUSIVE CONTRACT	10
CPI (PRICE ADJUSTMENT).....	10

STANDARD SPECIAL PROVISIONS

ERRATA (Z-4).....	11
PLANT AND PEST QUARANTINES (Z-4A)	11
MINIMUM WAGES (Z-5).....	12

PROJECT SPECIAL PROVISIONS

SMALL BUSINESS ENTERPRISE PROGRAM	13
NOTIFICATION OF OPERATIONS	13
DRIVEWAYS AND PRIVATE PROPERTY	13
TRAFFIC SIGNS AND MAILBOXES.....	13
DAMAGE TO EXISTING PAVEMENT	13
INTERPRETATION OF QUANTITIES IN BID FORM.....	13
REMOVAL & DISPOSAL OF EXISTING CONCRETE	14
ROUGH GRADING.....	14
INCIDENTAL CONCRETE CONSTRUCTION – GENERAL	14
MISCELLANEOUS CONCRETE	14
CONCRETE CURB RAMPS	14
DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS.....	15
CONCRETE CURB, CURB & GUTTER, EXPRESSWAY GUTTER & VALLEY GUTTER	16
CONCRETE DRIVEWAY TURNOUT.....	16
CONCRETE DRIVEWAY APRONS.....	16
CONCRETE SIDEWALKS	17
MONOLITHIC CONCRETE ISLAND.....	17
DWG. NO. 846.01: CONCRETE CURB & GUTTER	18
DWG. NO. 848.01: CONCRETE SIDEWALK.....	20
DWG. NO. 848.02: DRIVEWAY TURNOUT.....	21
DWG. NO. 848.05: CURB RAMP.....	22
DWG. NO. 848.06: CURB RAMP	25
DWG. NO. 852.01: CONCRETE ISLANDS	30
FORM W-9.....	31
EXECUTION OF BID, NON-COLLUSION AFFIDAVIT & DEBARMENT CERTIFICATION	32
CONTRACT BID FORM	39

INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. **The bid sheet furnished by NC DOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **The Proposal with the Bid Sheet still attached** shall be placed in a sealed envelope and shall have been delivered to and received in the Division Proposals Engineer's Office at 558 Gillespie Street, Fayetteville, NC, 28301, by **10:00 a.m. on June 5, 2013**. If bids are mailed or sent by special delivery, the Contractor shall be responsible for verifying that the bid has actually been received in the NCDOT Division Proposals Engineer's Office prior to the bid deadline. NCDOT shall not be responsible for bid packages that do not arrive in our office on time. Bid packages arriving after the official deadline shall not be considered responsive, and shall be returned to the Contractor unopened.
12. The sealed bid must display the following statement on the front of the sealed envelope:

**MISC. CONCRETE CONSTRUCTION
JUNE 5, 2013**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**TOM HAY, DIVISION PROPOSALS ENGINEER
NCDOT – DIVISION 6
P.O. BOX 1150
FAYETTEVILLE, NC 28302**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NC DOT reserves the right to reject all bids.

DIVISION CONTRACT

Standard Provisions

GENERAL

This contract is an open contract for the construction and/or repair of street related concrete work such as the installation of curb ramps, removal and replacement of curb and gutter, curbing, driveways, sidewalk, and monolithic concrete islands in Bladen and Columbus Counties. The selected contractor will function in an 'on-call' capacity to complete concrete work as various needs arise. For economy of scale, the Engineer will attempt to assemble a minimum of three installations and/or locations prior to deploying the contractor, but can not guarantee this will occur in all cases.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, and the current editions of the following: the NCDOT Standard Specifications for Roads and Structures, the NCDOT Roadway Standards Drawings, and the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project. Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at: <http://www.ncdot.org.business/ocs/sbe/>.

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

(05-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *Standard Specifications*.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project shall be the date of purchase order issue. No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is June 30, 2014. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a maximum contract period of three (3) years. The Engineer will notify the Contractor in writing before completion of the current contract if the contract is to be extended. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

Because of the 'on-call' nature of this work, no liquidated damages are included as part of this contract; however, failure to complete assigned projects in a timely manner shall be justification for early termination of this contract.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

OUTSOURCING OUTSIDE THE USA

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

- (O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work assigned.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays or legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds \$500,000, the bid will not be considered for award.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title, or interest therein, without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article 108-6 of the Standard Specifications.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy act.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the Subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly, or in part, by written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure to correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

LIABILITY INSURANCE

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The

State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer. When required by the contract, the Contractor shall carry insurance of the kinds and in the amounts specified therein in addition to any other forms of insurance or bonds required under the terms of the contract, or any other insurance carried by the Contractor.

PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as of the last day of the approved pay period.

The **INVOICE** shall show the quantities of items placed, unit bid price and the total cost. Upon verification, the Engineer will submit the invoice for payment. Invoices shall be submitted to:

R. Allen Waddell, P. E.

NC DOT

1194 Prison Camp Road

Whiteville, NC 28472

or

rawaddell@ncdot.gov

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material that is not properly certified will not be accepted.

UTILITY CONFLICTS

It shall be the responsibility of the Department of Transportation to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. The Contractor shall exercise special care in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the Engineer and the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

EQUIPMENT

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, NCDOT Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

FLAGGERS

Provide the service of properly equipped and qualified flaggers, in accordance with Section 1150 of the Standard Specifications and *Roadway Standard Drawing* 1150.01, at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and

competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

AWARD OF CONTRACT (TERMS)

The State reserves the right to make partial, progressive or multiple awards for the same service and in the best interest of the State.

The award of the contract, if it is awarded, will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that their bid has been accepted and that they have been awarded the contract. NCDOT reserves the right to reject all bids.

NON-EXCLUSIVE CONTRACT

The Contractor agrees and understands by signature on this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need.

CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpi.ai.txt>

The CPI will be determined from a 12-month period. Example below:

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9	226.6	226.9	226.4	226.2	225.7
2012	226.7	227.7	229.4	230.1	229.8	229.5	229.1	230.4	231.4			

CPI for current period:	225.7
Less CPI for previous period:	217.9
Equals index point change:	7.8
Divided by previous period CPI:	217.9
Equals:	0.0358
Result multiplied by 100:	0.0358 x 100
Equals percentage change:	3.58

All line items in this contract will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

DIVISION CONTRACT

Standard Special Provisions

ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12**, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33**, replace "(6) Approval" with "(4) Approval".

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".

Page 6-40, Article 650-2 Materials, replace "Subarticle 1012-1(F)" with "Subarticle 1012-1(E)".

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

Division 12

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace "Table 1205-2" with "Table 1205-4".

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Subarticle 1205-6(B), line 21, replace "Table 1205-4" with "Table 1205-6".

Page 12-11, Subarticle 1205-8(C), line 25, replace "Table 1205-5" with "Table 1205-7".

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 *Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

DIVISION CONTRACT

Special Provisions

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of NC DOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this Program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

NOTIFICATION OF OPERATIONS

The Engineer shall notify the Contractor a minimum of one week prior to the desired commencement of work. Upon notification by the Engineer, the Contractor will have 30 days to complete the work unless an extended completion term is agreed upon in advance by the Engineer. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NC DOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

TRAFFIC SIGNS & MAILBOXES

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

DAMAGE TO EXISTING PAVEMENT

In addition to the requirements of the Standard Specifications concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing pavement and yielding or rutting of the existing base and subgrade.

Any damage to the pavement caused by the contractor's operations will be repaired by the contractor at no cost to the department.

INTERPRETATION OF QUANTITIES IN BID FORM

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

REMOVAL AND DISPOSAL OF EXISTING CONCRETE

The North Carolina Department of Transportation shall be responsible for the removal and disposal of waste concrete or other waste material excavated in the course of project completion.

ROUGH GRADING

The North Carolina Department of Transportation shall be responsible for rough grading all project sites prior to fine grading and concrete construction by the Contractor. Rough grading shall be defined as the grading necessary to achieve grade within 2/10ths of a foot of the desired finished subgrade elevation. Any fine grading and/or compaction necessary to achieve the desired subgrade elevation shall be the responsibility of the contractor.

INCIDENTAL CONCRETE CONSTRUCTION - GENERAL

Incidental concrete construction shall meet the general requirements in accordance with Section 825 of the Standard Specifications. Maintain forms true to the required lines, grades and dimensions. Construct forms with material of such strength and with sufficient rigidity to prevent any appreciable deflection between supports. No concrete shall be placed until the foundation, the adequacy of the forms, the placing of reinforcement and other embedded items have been inspected and approved by the Engineer. The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the job site, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit and rising before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 825-9 of the Standard Specifications.

MISCELLANEOUS CONCRETE

Miscellaneous concrete shall apply to non-conforming applications that require small amounts of concrete to construct or repair. It may include such things as foundation slabs for drainage boxes, pipe collars, pipe supports, post footings, drainage flumes, etc. It shall not include major cast-in-place concrete items such as bridge decks, approach slabs or concrete pavements. Concrete shall be Class B minimum. Concrete shall be of a NCDOT approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for all fine grading necessary to construct the item; and materials, labor and any other incidentals associated with the construction of the item. The NCDOT will be responsible for removal and disposal of any existing concrete, and/or excess earth material, as well as any rough grading, backfill, and seeding & mulching that may be necessary.

Basis of payment will be the unit price bid per cubic yard under Miscellaneous Concrete.

CONCRETE CURB RAMPS

Curb ramps shall be installed in accordance with Section 848 of the Standard Specifications as well as with the American Disabilities Act (ADA) and the current NCDOT Roadway Standards, or as directed by the Engineer.

Payment for this item will be full compensation for all fine grading necessary to construct the curb ramps; materials and labor for construction of the ramps; and any other incidentals associated with the construction of the curb ramps. The NCDOT will be responsible for removal and disposal of existing concrete curb and gutter, existing sidewalk, and/or excess earth material, as well as any rough grading, backfill, and seeding & mulching that may be necessary.

Basis of payment will be the unit price bid per square yard under Concrete Curb Ramps.

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS

(6-15-10) (Rev 8-16-11)

SP8 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *Standard Specifications*, plan details, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Product List for Curb Ramps.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) **Detectable Warnings shall** consist of a base with integrated raised truncated domes, and **when constructed of precast concrete** they shall conform to the material requirements of Article 848-2 of the *Standard Specifications*.
- (B) **Detectable Warnings shall** consist of a base with integrated raised truncated domes, and **may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile**, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Article 106-1(B) of the *Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

CONCRETE CURB, CURB & GUTTER, EXPRESSWAY GUTTER & VALLEY GUTTER

All concrete curb, curb & gutter, expressway gutter and valley gutter shall be constructed in accordance with Section 846 of the Standard Specifications and the current NCDOT Roadway Standard. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a NCDOT approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Curb and gutter placed by machine shall not be placed until the stringline and base have been inspected and approved by the Department of Transportation.

Payment for these items will be full compensation for all fine grading, materials, labor and any other incidentals associated with the construction of the curb, curb & gutter, expressway gutter and valley gutter. The NCDOT will be responsible for removal and disposal of any existing concrete material, as well as rough grading, backfill, and seeding & mulching.

The contractor shall be required to replace removed sections of concrete within 48 hours. If concrete is not replaced the same day that it is removed, the contractor shall "safe-up" the work area as directed by the Engineer.

Basis of payment will be the unit price bid per linear foot for 2'-6" Concrete Curb and Gutter, 2' Concrete Valley Gutter, 4' Concrete Expressway Gutter, 8" x 6" Concrete Median Curb, 8" x 8" Concrete Curb or 8" x 12" Concrete Curb.

CONCRETE DRIVEWAY TURNOUT (RADIUS TYPE)

All concrete driveway turnouts shall be constructed in accordance with Section 848 of the Standard Specifications and the current NCDOT Roadway Standard Drawings. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a NCDOT approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for fine grading necessary to construct the driveways, materials and labor for construction of the driveways, incidental concrete to tie into existing driveways as directed by the Engineer, and any other incidentals associated with the construction of the sidewalk. The NCDOT will be responsible for removal and disposal of waste concrete, rough grading for the new driveway, backfill, and seeding & mulching.

Basis of payment will be the unit price bid per square yard under 6" Concrete Driveway Turn-Out.

CONCRETE DRIVEWAY APRONS

All concrete driveway aprons shall be constructed in accordance with Section 848 of the Standard Specifications and the current NCDOT Roadway Standard Drawings. Aprons shall be constructed to the width and length dimensions specified by the Engineer. Depth of concrete shall be 6" and expansion joints shall be constructed at 10-15' intervals as directed by the Engineer. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a NCDOT approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for all fine grading necessary to construct the driveways, materials and labor for construction of the driveways, incidental concrete to tie into existing driveways as directed by the Engineer, and any other incidentals associated with the construction of the sidewalk. The NCDOT shall be responsible for removal and disposal of existing concrete, rough grading, backfill, and seeding & mulching.

Basis of payment will be the unit price bid per square yard under 6" Concrete Driveway Apron.

CONCRETE SIDEWALKS

All concrete sidewalks shall be constructed in accordance with Section 848 of the Standard Specifications and the current NCDOT Roadway Standard Drawing. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a NCDOT approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for fine grading necessary to construct the sidewalk, materials and labor for construction of the sidewalk, and any other incidentals associated with the construction of the sidewalk. The NCDOT shall be responsible for removal and disposal of all existing concrete sidewalk and/or excess earth material, rough grading, backfill, and seeding and mulching.

Basis of payment will be the unit price bid per square yard under 4" Concrete Sidewalk.

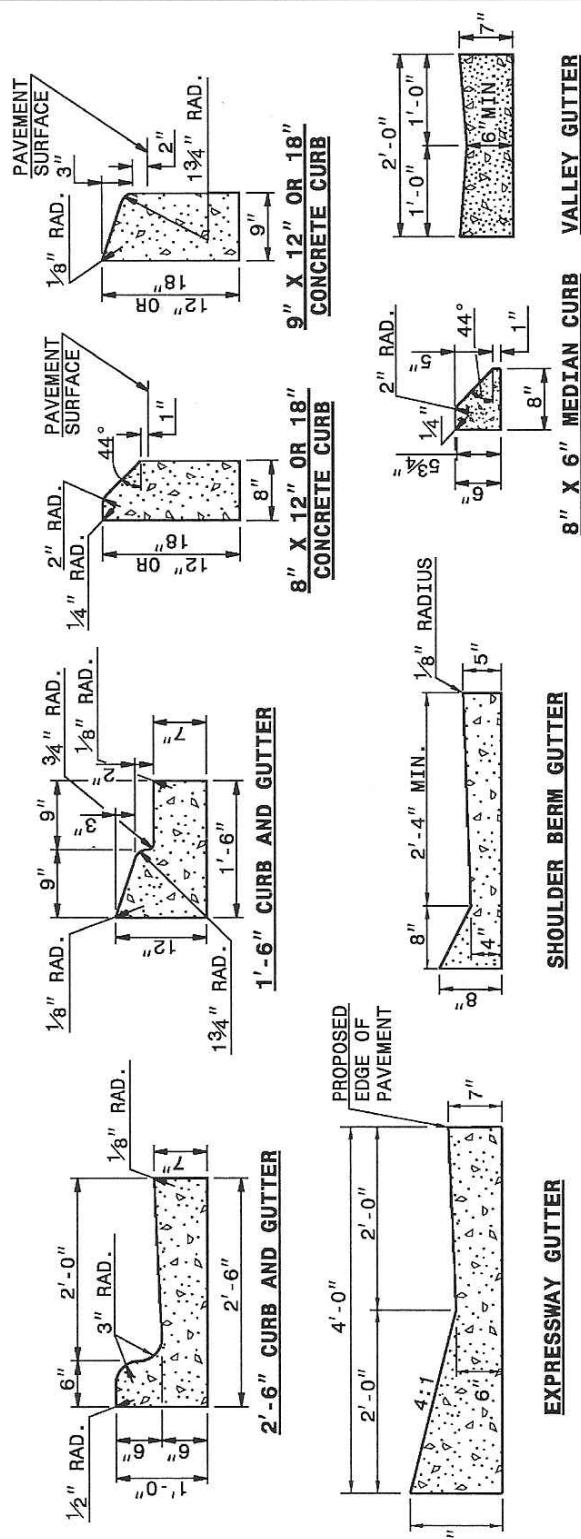
MONOLITHIC CONCRETE ISLAND

Monolithic concrete islands shall be constructed in accordance with Section 852 of the Standard Specifications, Roadway Standard Drawing 852.01 and plans. Class B concrete of a currently approved NCDOT mix design shall be used. Concrete shall be given a sidewalk finish with brooming done transverse to the direction of traffic.

The island shall be anchored to the existing pavement surface with 40d spikes driven into the surface and staggered on 2 foot centers. The Contractor shall place ½" expansion joints at 30 foot intervals joints 1 inch deep at 10 foot intervals between the expansion joints. The top ½" of expansion joints and the full depth of grooved joints shall be filled and sealed with a NCDOT approved joint sealer.

The Contractor shall place at locations in the island, as directed by the Engineer, 10" PVC Pipe, furnished by the Department, to facilitate installation of sign posts. The PVC pipe shall be in place prior to placement of concrete, shall be plumb, and shall be cut off flush with the top surface of the island.

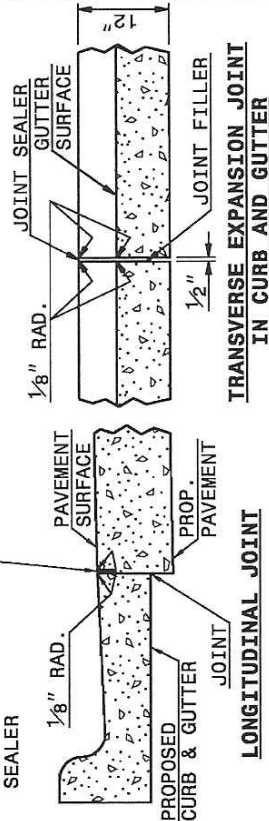
Basis of payment will be the unit price bid per square yard for 5" Monolithic Concrete Islands.



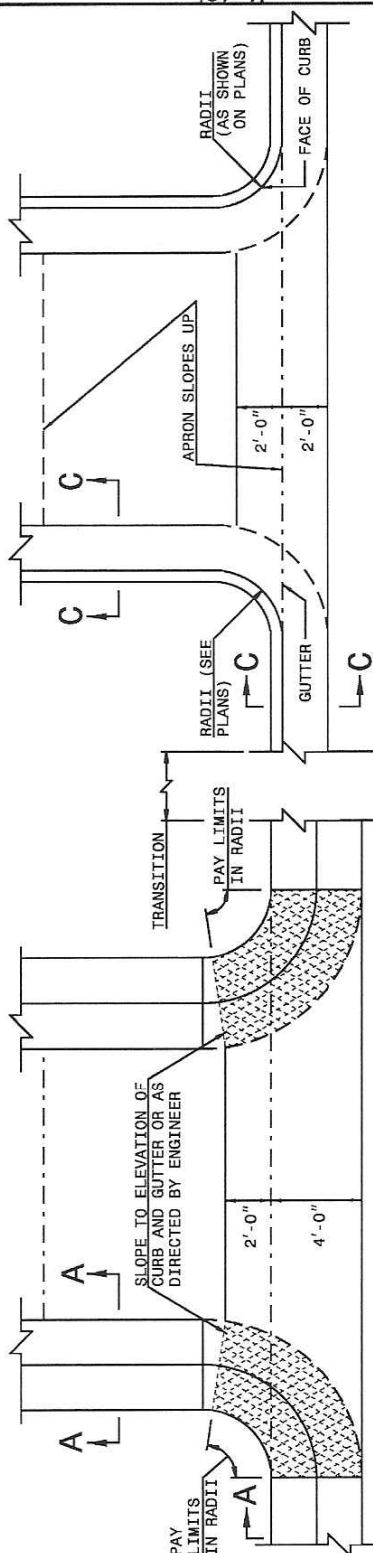
SECTION VIEW OF CURBS OR CURBS AND GUTTERS

GENERAL NOTES:
-PLACE CONTRACTION JOINTS AT 10' INTERVALS, EXCEPT THAT A 15' SPACING MAY BE USED WHEN A MACHINE IS USED OR WHEN SATISFACTORY SUPPORT FOR THE FACE FORM CAN BE OBTAINED WITHOUT THE USE OF TEMPLATES AT 10' INTERVALS.
-JOINT SPACING MAY BE ALTERED IF REQUIRED BY THE ENGINEER.
-CONTRACTION JOINTS MAY BE INSTALLED WITH THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS.
-CONSTRUCT NON-TEMPERATURE FORMED JOINTS A MIN. OF 1 1/2" DEEP.
-FILL ALL CONSTRUCTION JOINTS, EXCEPT IN 8"X6" MEDIAN CURB, WITH JOINT FILLER AND SEALER.
-SPACE EXPANSION JOINTS AT 90' INTERVALS AND ADJACENT TO ALL RIGID OBJECTS.

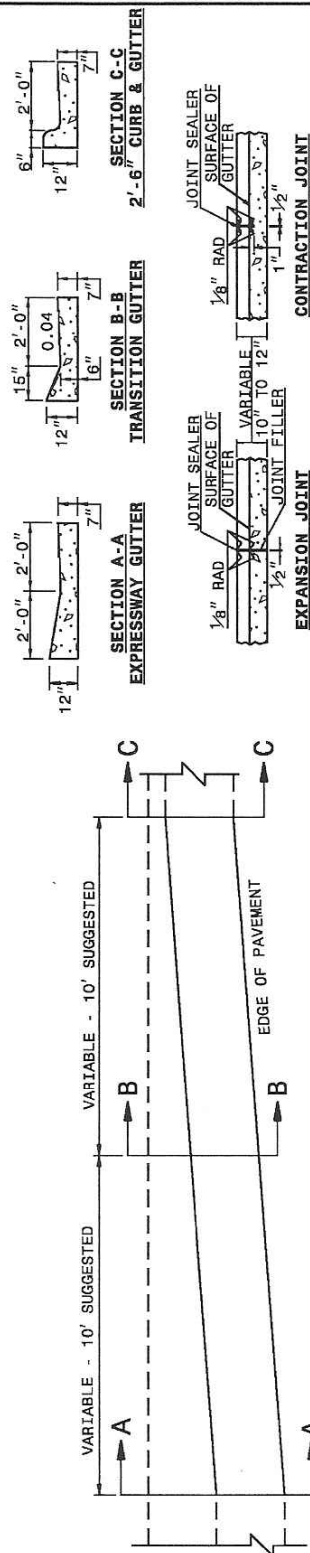
FILL 3/8" x 1" DEEP
GROOVED OR SAWN
JOINT WITH JOINT
SEALER



SECTION VIEW OF JOINTS



DRIVEWAY WITH EXPRESSWAY GUTTER TRANSITION DRIVEWAY WITH 2'-6" CURB AND GUTTER
PLAN VIEW OF TYPICAL CURB AND GUTTER OCCURRENCES



PLAN VIEW OF TRANSITION
EXPRESSWAY GUTTER TO 2'-6" CURB AND GUTTER

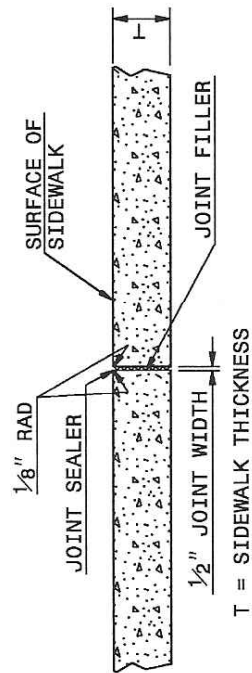
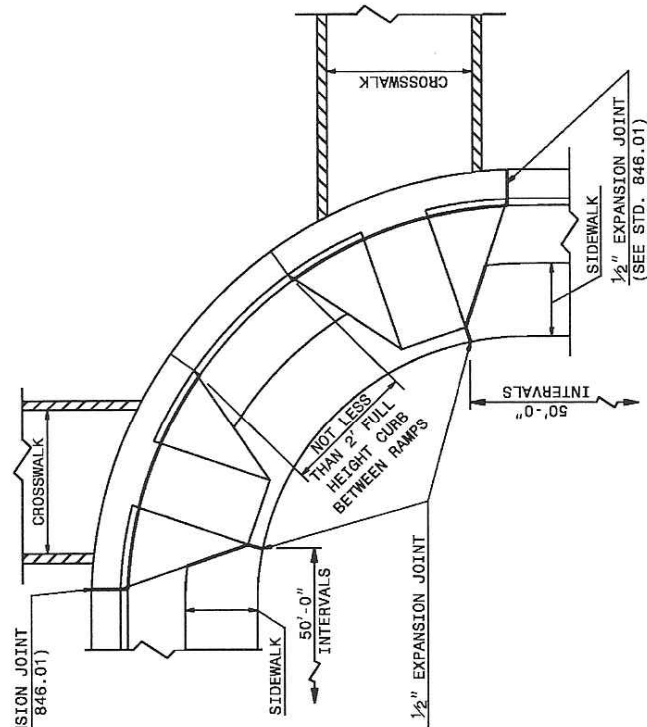
NOTES:
-IN THE TRANSITION FROM 4'-0" CONCRETE EXPRESSWAY GUTTER TO 2'-6" CONCRETE CURB AND GUTTER, PLACE 1/2" EXPANSION JOINTS AT 25' INTERVALS.
-PLACE GROOVE JOINTS 1" DEEP AT 12'-6" INTERVALS BETWEEN EXPANSION JOINTS.
-FILL AND SEAL THE TOP 1/2" OF THE EXPANSION JOINTS AND 1" OF CONTRACTION JOINTS WITH APPROVED JOINT SEALING COMPOUND.

NOTES:

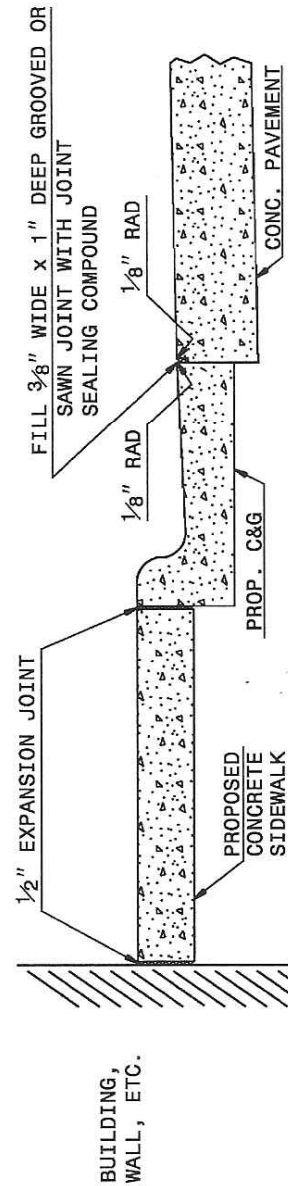
CONSTRUCT STANDARD SIDEWALK 5' WIDE AND 4" THICK UNLESS OTHERWISE DENOTED ON PLANS.

PLACE A GROOVE JOINT 1" DEEP WITH $\frac{1}{8}$ " RADII IN THE CONCRETE SIDEWALK AT 5' INTERVALS. ONE $\frac{1}{2}$ " EXPANSION JOINT WILL BE REQUIRED AT 50' INTERVALS. A $\frac{1}{2}$ " EXPANSION JOINT WILL BE REQUIRED WHERE THE SIDEWALK JOINS ANY RIGID STRUCTURE.

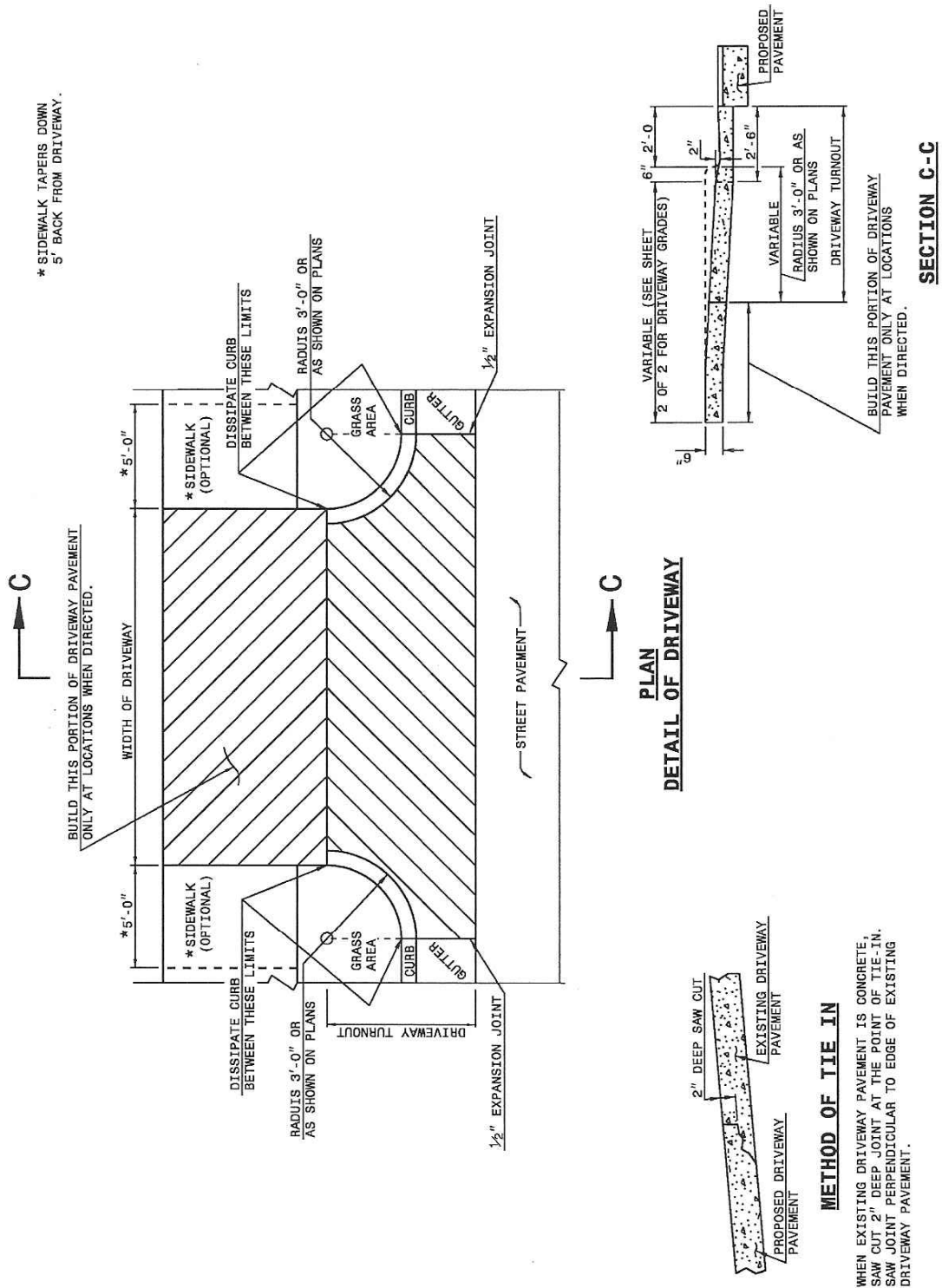
SEE STD. DWG. 848.05 FOR WHEELCHAIR RAMP LOCATION
REQUIREMENTS AND CONSTRUCTION GUIDELINES

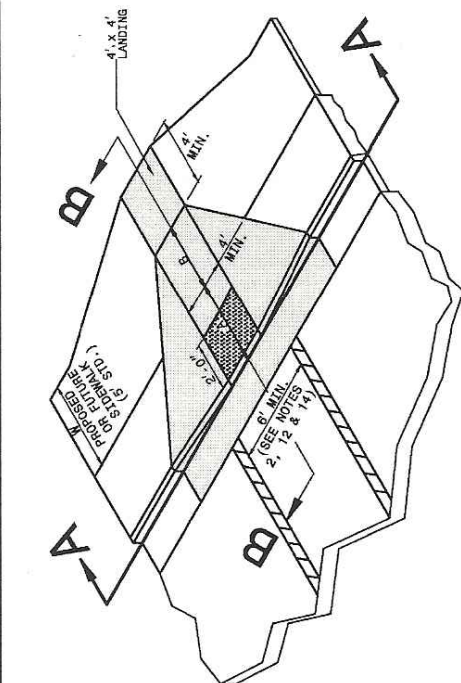


TRANSVERSE EXPANSION JOINT IN SIDEWALK



DETAILS SHOWING JOINTS IN CONCRETE SIDEWALK

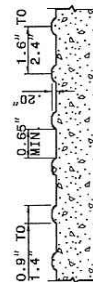
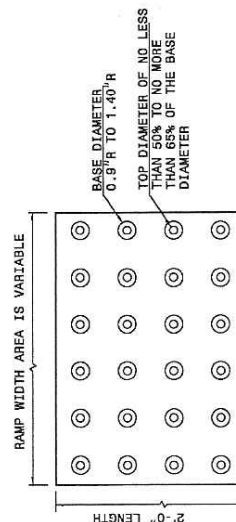




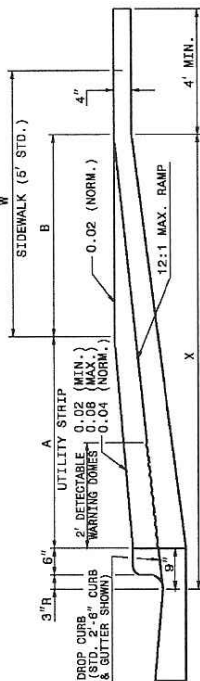
ISOMETRIC VIEW

PAY LIMITS FOR CURB RAMP

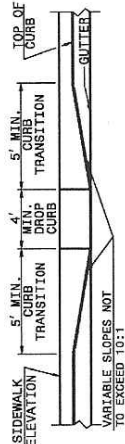
- NOTES:
1. DETECTABLE WARNING DOMES WILL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
 2. DETECTABLE WARNING DOMES WILL CONTRAST VISIBLY WITH ADJOINING SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.



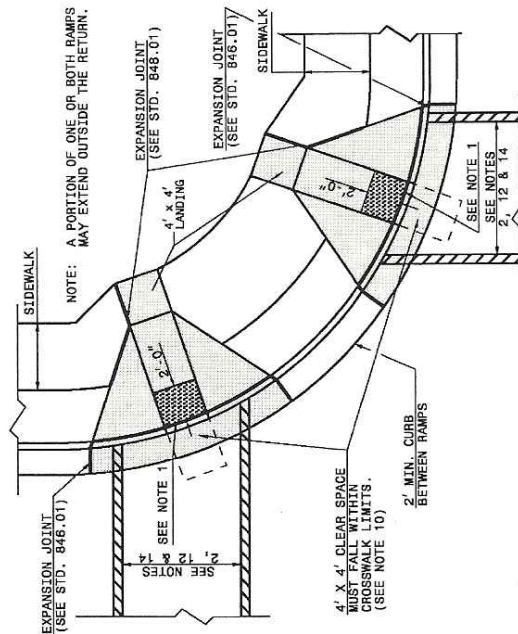
DETECTABLE WARNING DOMES



SECTION B-B



SECTION A-A



PLAN VIEW
DUAL RAMP
ANY RADIUS
(4' MIN. FLOOR WIDTH)

W	A	W+A+9"	X	B
5'	0.0'	5.8'	5.8'	5.0'
6'	0.0'	6.8'	6.8'	6.0'
7'	0.0'	7.8'	7.3'	6.5'
8'	0.0'	8.8'	7.3'	6.5'
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

B = X - (A+9")
B = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 (6.33%) SLOPE.
* BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.
** BACK OF SIDEWALK DROP REQUIRED FOR SIDEWALK SLOPES 0.04.

STATE OF
 NORTH CAROLINA
 DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 RALEIGH, N.C.

1-12

ENGLISH STANDARD DRAWING FOR
CURB RAMP
 PROPOSED CURB AND GUTTER

SHEET 2 OF 3
848.05

DETAIL SHOWING TYPICAL LOCATION OF CURB RAMP,
PEDESTRIAN CROSSWALKS AND STOP LINES FOR TEE INTERSECTIONS

DETAIL SHOWING TYPICAL LOCATION OF CURB RAMP,
PEDESTRIAN CROSSWALKS AND STOP LINES FOR YEE INTERSECTIONS

ROADWAY
 PLAN SYMBOL
 CR
 FOR PROPOSED
 CURB RAMP

PROPOSED CURB RAMP W/ LANDING
 PROPOSED OR FUTURE SIDEWALK

ALLOWABLE LOCATIONS
 DUAL RAMP RADII.....ANY

STATE OF
 NORTH CAROLINA
 DEPT. OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 RALEIGH, N.C.

1-12

ENGLISH STANDARD DRAWING FOR
CURB RAMP
 PROPOSED CURB AND GUTTER

SHEET 2 OF 3
848.05

<div> <div>STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.</div> <div>1-12</div> </div>	<div> <div>ENGLISH STANDARD DRAWING FOR</div> <div>CURB RAMPS</div> <div>NOTES</div> </div> <div> <p>NOTES:</p> <ol style="list-style-type: none"> 1. CONSTRUCT THE RAMP SURFACE TO BE STABLE, FIRM, AND SLIP RESISTANT. CONSTRUCT THE CURB RAMP TYPE AS SHOWN IN THE PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER. 2. LOCATE CURB RAMPS AND PLACE PEDESTRIAN CROSSWALK MARKINGS AS SHOWN IN THE PAVEMENT MARKING PLANS. WHEN FIELD ADJUSTMENTS REQUIRE MOVING CURB RAMPS OR MARKINGS AS SHOWN, CONTACT THE SIGNING AND DELINEATION UNIT OR LOCATE AS DIRECTED BY THE ENGINEER. 3. COORDINATE THE CURB RAMP AND THE PEDESTRIAN CROSSWALK MARKINGS SO A 4'x4' CLEAR SPACE AT THE BASE OF THE CURB RAMP WILL FALL WITHIN THE PEDESTRIAN CROSSWALK LINES. 4. SET BACK DISTANCE FROM INSIDE CROSSWALK MARKING TO NEAREST EDGE OF TRAVEL LANE IS 4' MINIMUM. 5. REFER TO THE PAVEMENT MARKING PLANS FOR STOP BAR LOCATIONS AT SIGNALIZED INTERSECTIONS. IF A PAVEMENT MARKING PLAN IS NOT PROVIDED, CONTACT THE SIGNAL DESIGN SECTION FOR THE STOP BAR LOCATIONS OR LOCATE AS DIRECTED BY THE ENGINEER. 6. TERMINATE PARKING A MINIMUM OF 20' BACK OF A PEDESTRIAN CROSSWALK. 7. CONSTRUCT CURB RAMPS A MINIMUM OF 4' WIDE. 8. CONSTRUCT THE RUNNING SLOPE OF THE RAMP 8.33% MAXIMUM. 9. ALLOWABLE CROSS SLOPE ON SIDEWALKS AND CURB RAMPS WILL BE 2% MAXIMUM. 10. CONSTRUCT THE SIDE FLARE SLOPE A MAXIMUM OF 10% MEASURED ALONG THE CURB LINE. 11. CONSTRUCT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE BASE OF THE CURB RAMP A MAXIMUM OF 5% AND MAINTAIN A SMOOTH TRANSITION. 12. CONSTRUCT LANDINGS FOR SIDEWALK A MINIMUM OF 4'x4' WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION. CONSTRUCT LANDINGS FOR MEDIAN ISLANDS A MINIMUM OF 5'x5' WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION. 13. TO USE A MEDIAN ISLAND AS A PEDESTRIAN REFUGE AREA, MEDIAN ISLANDS WILL BE A MINIMUM OF 6' WIDE. CONSTRUCT MEDIAN ISLANDS TO PROVIDE PASSAGE OVER OR THROUGH THE ISLAND. 14. SMALL CHANNELIZATION ISLANDS THAT CAN NOT PROVIDE A 5'x5' LANDING AT THE TOP OF A RAMPS, WILL BE CUT THROUGH LEVEL WITH THE SURFACE STREET. 15. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP. THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. 16. PLACE A 1/2" EXPANSION JOINT WHERE THE CONCRETE CURB RAMP JOINS THE CURB AS SHOWN IN ROADWAY STANDARD DRAWING 848.01 17. PLACE ALL PEDESTRIAN PUSH BUTTON ACTUATORS AND CROSSING SIGNALS AS SHOWN IN THE PLANS OR AS SHOWN IN THE MUTCD. 18. CURB RAMPS THROUGH MEDIAN ISLANDS, SINGLE RAMPS AT DUAL CROSSWALKS OR LIMITED R/W SITUATIONS, WILL BE HANDLED BY SPECIAL DETAILS. CONTACT THE CONTRACT STANDARDS AND DEVELOPMENT UNIT FOR THE DETAILS OR FOR A SPECIAL DESIGN. </div>	<div> <div>ENGLISH STANDARD DRAWING FOR</div> <div>CURB RAMPS</div> <div>NOTES</div> </div> <div> <div>SHEET 3 OF 3</div> <div>848.05</div> </div>
<div> <div>STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.</div> <div>1-12</div> </div>	<div> <div>ENGLISH STANDARD DRAWING FOR</div> <div>CURB RAMPS</div> <div>NOTES</div> </div>	<div> <div>SHEET 3 OF 3</div> <div>848.05</div> </div>

NOTE: A PORTION OF ONE OR BOTH RAMPS MAY EXTEND OUTSIDE THE RETURN.

EXPANSION JOINT (SEE STD. 846.01)

GRASS STRIP SIDEWALK

EXISTING SIDEWALK

PAY LIMITS FOR TWO CURB RAMPS

RETROFITTED SIDEWALK (IF NEEDED)

HIDDEN LATCH

2'-0" LENGTH

10:1

NOT LESS THAN 2' FULL HEIGHT CURB RAMPS

THIS PORTION OF RAMP MUST FALL WITHIN CROSSWALK LIMITS. (SEE NOTE 10)

SEE NOTE 1

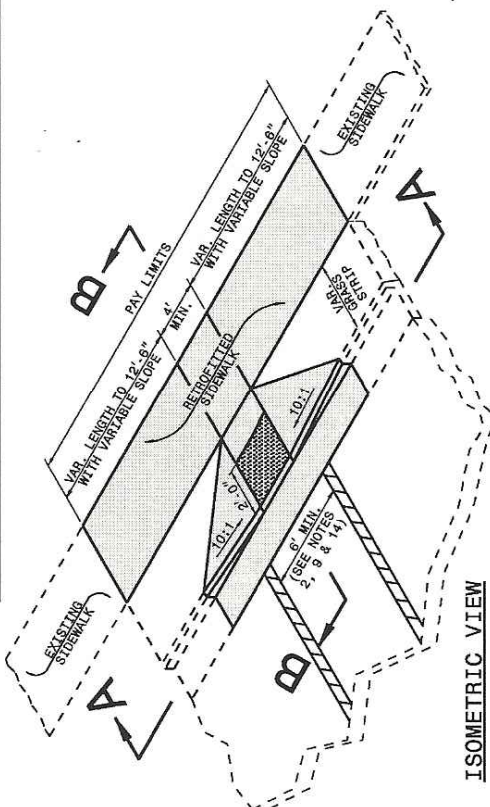
SEE NOTES 2, 9 & 14

NOTES:

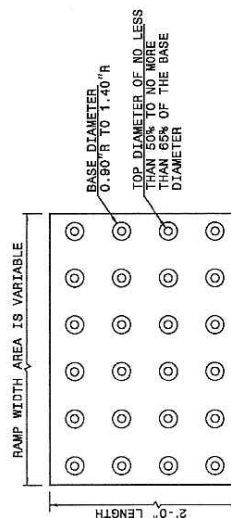
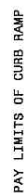
1. PLACE DETECTABLE WARNING DOMES TO COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
2. OBTAIN VISIBLE CONTRAST WITH ADJOINING SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.

PLAN VIEW

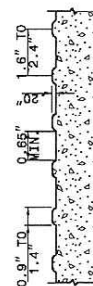
DUAL RAMPS
ANY RADII
(40" MIN. FLOOR WIDTH)

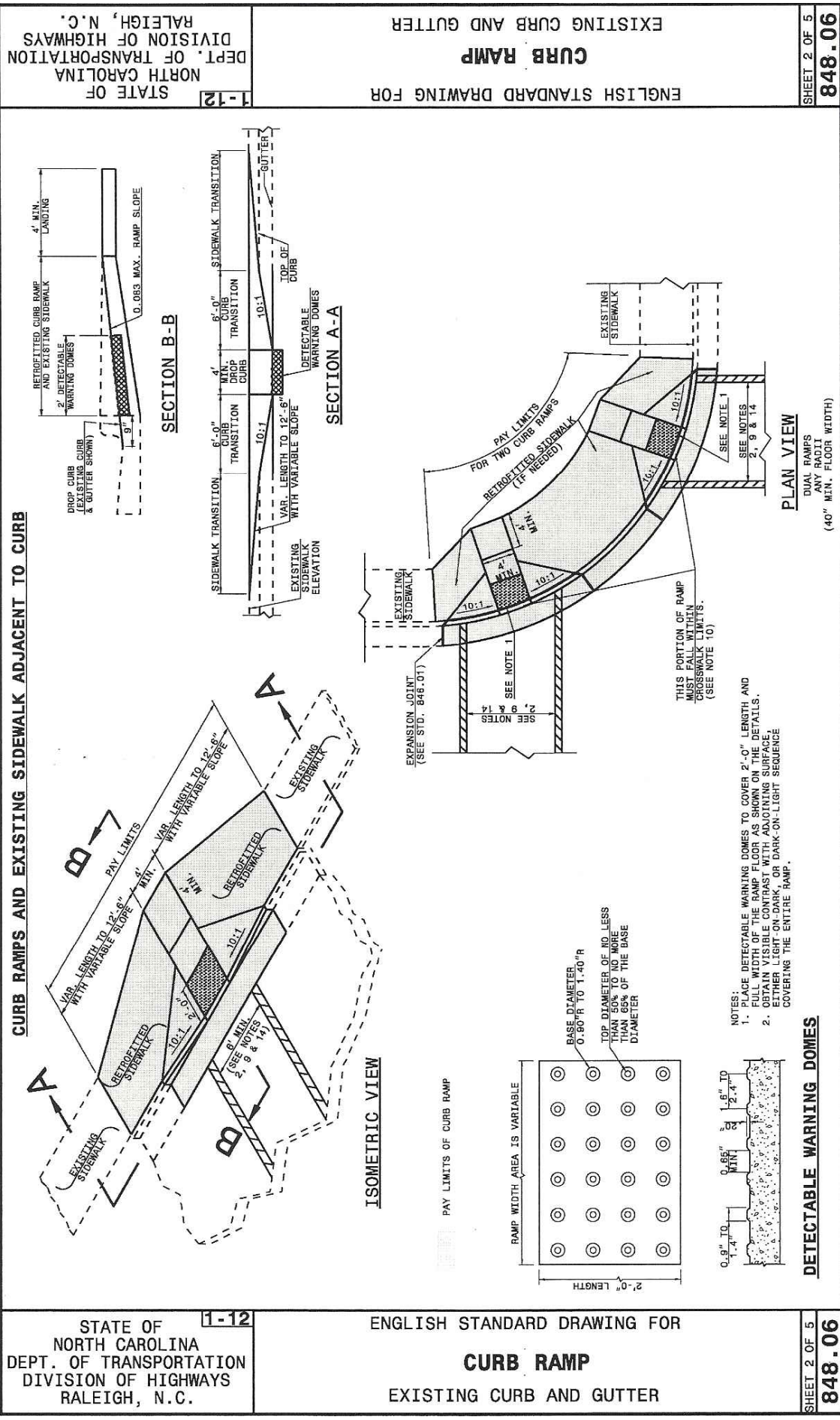


ISOMETRIC VIEW

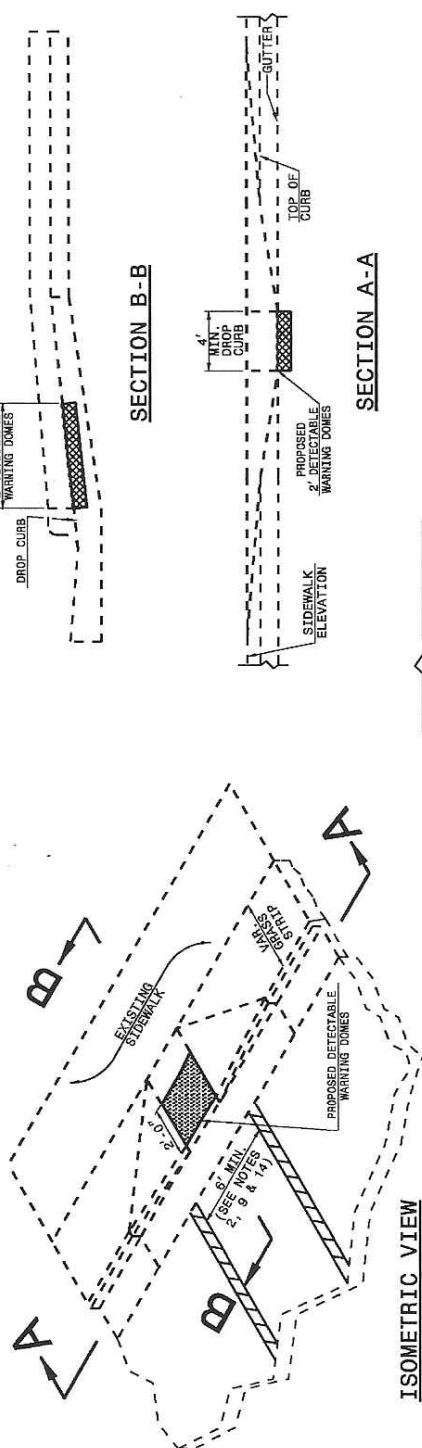


DETECTABLE WARNING DOMES

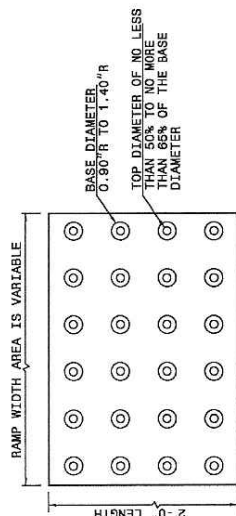




RETROFITTING DETECTABLE WARNING DOMES ONTO EXISTING CURB RAMP



PAY LIMITS OF RETROFIT CURB RAMP



NOTES:

1. PLACE DETECTABLE WARNING DOMES TO COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
2. OBTAIN VISIBLE CONTRAST WITH ADJACENT SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.



DETECTABLE WARNING DOMES

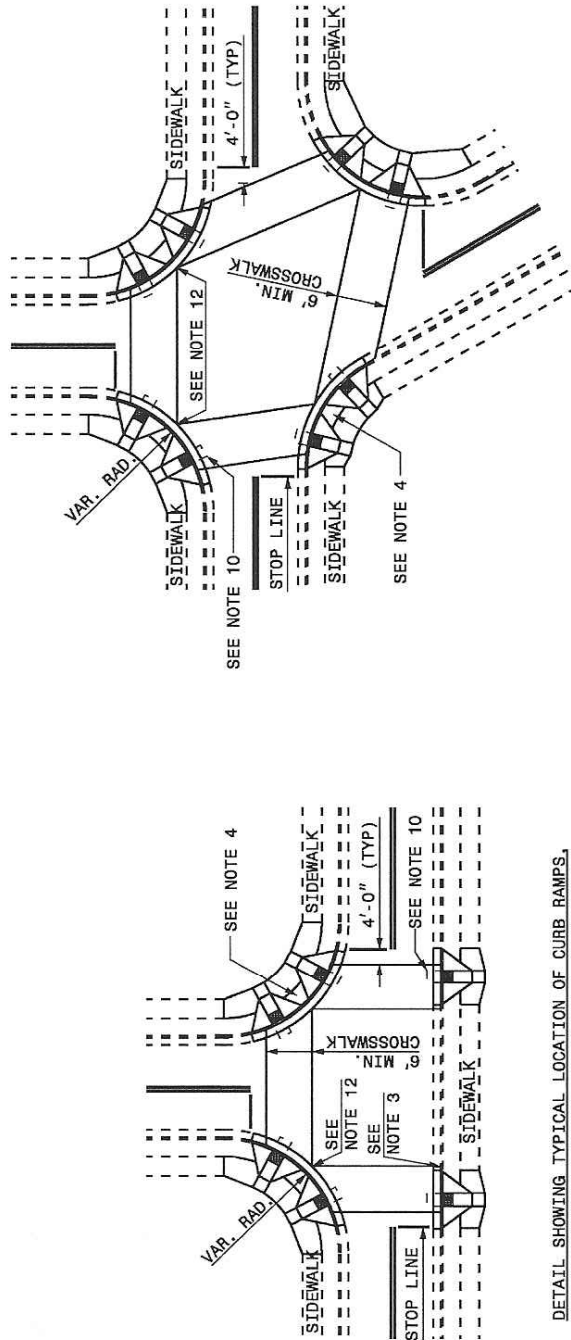
PLAN VIEW
DUAL RAMPS
ANY RADIUS
(40" MIN. FLOOR WIDTH)

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
CURB RAMP
EXISTING CURB AND GUTTER

HEET 3 OF 5
848.06

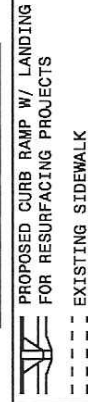
CURB RAMPS AND EXISTING SIDEWALK



DETAIL SHOWING TYPICAL LOCATION OF CURB RAMPS,
PEDESTRIAN CROSSWALKS AND STOP LINES FOR TEE INTERSECTIONS

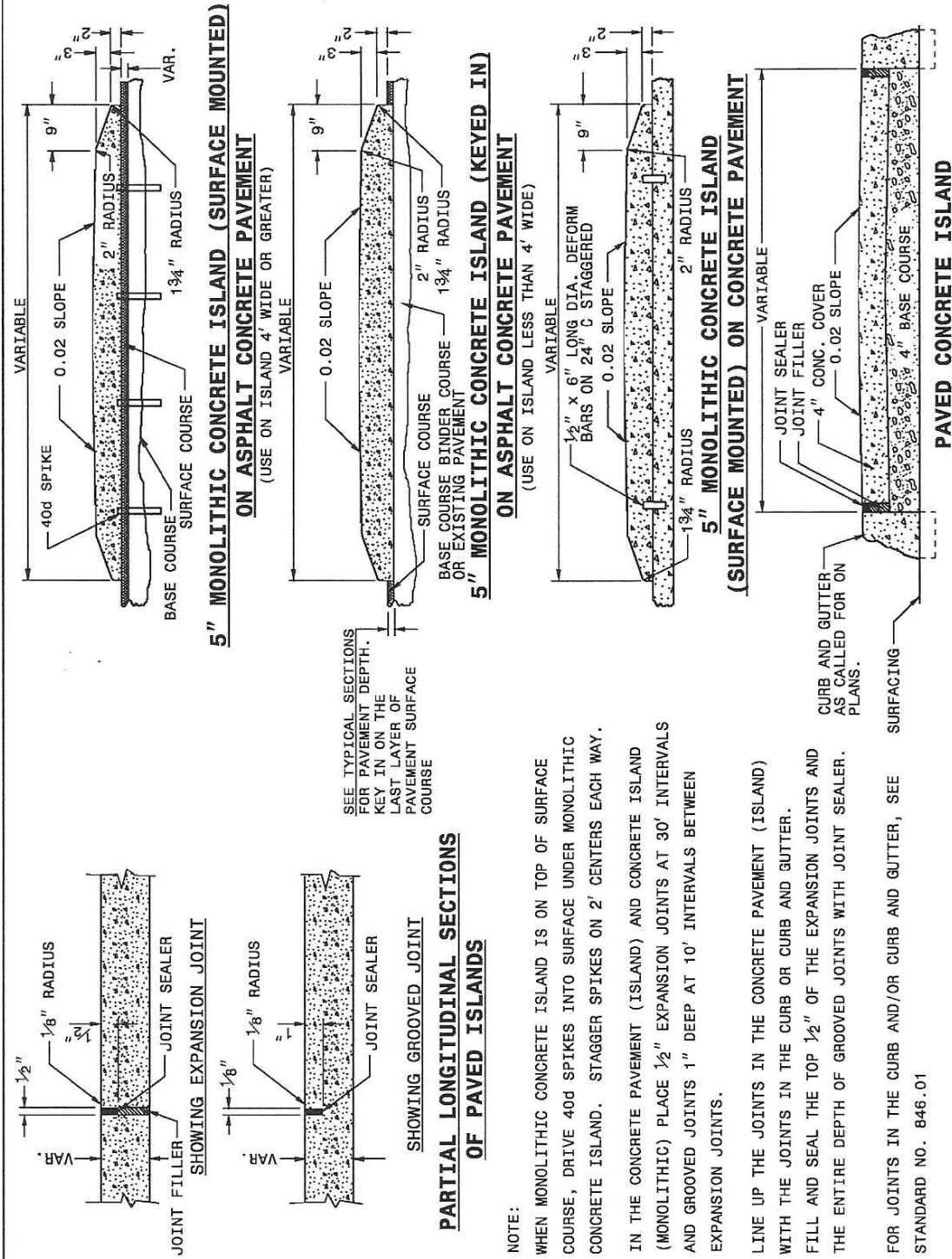
DETAIL SHOWING TYPICAL LOCATION OF CURB
RAMPS, PEDESTRIAN CROSSWALKS AND STOP LINES

RESURFACING PROJECTS



ALLOWABLE LOCATIONS
DUAL RAMP RADII...ANY

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.	<div> <div>1-12</div> <div> ENGLISH STANDARD DRAWING FOR CURB RAMP EXISTING CURB AND GUTTER </div> </div> <div> <div>SHEET 5 OF 5</div> <div>848.06</div> </div>
<div> <div>CURB RAMP AND EXISTING SIDEWALK</div> <div> <p>NOTES:</p> <ol style="list-style-type: none"> 1. CONSTRUCT THE RAMP SURFACE TO BE STABLE, FIRM, AND SLIP RESISTANT. CONSTRUCT THE CURB RAMP TYPE AS SHOWN IN THE PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER. 2. LOCATE CURB RAMPS AND PLACE PEDESTRIAN CROSSWALK MARKINGS AS SHOWN IN THE PAVEMENT MARKING PLANS. WHEN FIELD ADJUSTMENTS REQUIRE MOVING CURB RAMPS OR MARKINGS AS SHOWN, CONTACT THE SIGNING AND DELINEATION UNIT OR LOCATE AS DIRECTED BY THE ENGINEER. 3. COORDINATE THE CURB RAMP AND THE PEDESTRIAN CROSSWALK MARKINGS SO A 4'x4' CLEAR SPACE AT THE BASE OF THE CURB RAMP WILL FALL WITHIN THE PEDESTRIAN CROSSWALK LINES. 4. SET BACK DISTANCE FROM INSIDE CROSSWALK MARKING TO NEAREST EDGE OF TRAVEL LANE IS 4' MINIMUM. 5. REFER TO THE PAVEMENT MARKING PLANS FOR STOP BAR LOCATIONS AT SIGNALIZED INTERSECTIONS. IF A PAVEMENT MARKING PLAN IS NOT PROVIDED, CONTACT THE SIGNAL DESIGN SECTION FOR THE STOP BAR LOCATIONS OR LOCATE AS DIRECTED BY THE ENGINEER. 6. TERMINATE PARKING A MINIMUM OF 20' BACK OF A PEDESTRIAN CROSSWALK. 7. CONSTRUCT CURB RAMPS A MINIMUM OF 4' WIDE. 8. CONSTRUCT THE RUNNING SLOPE OF THE RAMP 8.33% MAXIMUM. 9. ALLOWABLE CROSS SLOPE ON SIDEWALKS AND CURB RAMPS WILL BE 2% MAXIMUM. 10. CONSTRUCT THE SIDE FLARE SLOPE A MAXIMUM OF 10% MEASURED ALONG THE CURB LINE. 11. CONSTRUCT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE BASE OF THE CURB RAMP A MAXIMUM OF 5% AND MAINTAIN A SMOOTH TRANSITION. 12. CONSTRUCT LANDINGS FOR SIDEWALK A MINIMUM OF 4'x4' WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION. CONSTRUCT LANDINGS FOR MEDIAN ISLANDS A MINIMUM OF 5'x5' WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION. 13. TO USE A MEDIAN ISLAND AS A PEDESTRIAN REFUGE AREA, MEDIAN ISLANDS WILL BE A MINIMUM OF 6' WIDE. CONSTRUCT MEDIAN ISLANDS TO PROVIDE PASSAGE OVER OR THROUGH THE ISLAND. 14. SMALL CHANNELIZATION ISLANDS THAT CAN NOT PROVIDE A 5'x5' LANDING AT THE TOP OF A RAMPS, WILL BE CUT THROUGH LEVEL WITH THE SURFACE STREET. 15. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP. THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. 16. PLACE A 1/2" EXPANSTION JOINT WHERE THE CONCRETE CURB RAMP JOINS THE CURB AS SHOWN IN ROADWAY STANDARD DRAWING 848.01 17. PLACE ALL PEDESTRIAN PUSH BUTTON ACTUATORS AND CROSSING SIGNALS AS SHOWN IN THE PLANS OR AS SHOWN IN THE MUTCD. 18. CURB RAMPS THROUGH MEDIAN ISLANDS, SINGLE RAMPS AT DUAL CROSSWALKS OR LIMITED R/W SITUATIONS, WILL BE HANDLED BY SPECIAL DETAILS. CONTACT THE CONTRACT STANDARDS AND DEVELOPMENT UNIT FOR THE DETAILS OR FOR A SPECIAL DESIGN. </div> </div>	
STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.	<div> <div>1-12</div> <div> ENGLISH STANDARD DRAWING FOR CURB RAMP EXISTING CURB AND GUTTER </div> </div> <div> <div>SHEET 5 OF 5</div> <div>848.06</div> </div>



**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American,
☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____

Secretary/Assistant Secretary

Select appropriate title

By _____

President/Vice President/Assistant Vice
President

Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of
Manager

Signature of Witness

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)		
	Name of Joint Venture	
(2)		
	Name of Contractor	
	Address as Prequalified	
	Signature of Witness or Attest	Signature of Contractor
	By	
	Print or type Signer's name	Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and
(3)		
	Name of Contractor	
	Address as Prequalified	
	Signature of Witness or Attest	Signature of Contractor
	By	
	Print or type Signer's name	Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and
(4)		
	Name of Contractor (for 3 Joint Venture only)	
	Address as Prequalified	
	Signature of Witness or Attest	Signature of Contractor
	By	
	Print or type Signer's name	Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

North Carolina Department of Transportation
CONTRACT BID FORM

WBS Number: 6C.024006
County: Bladen & Columbus
Description: Misc. Concrete Construction

LINE	ITEM #	SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
10	2535000000-E	846	8" x 6" Concrete Median Curb	10	LF		
20	2535000000-E	846	8" x 8" Concrete Curb	10	LF		
30	2535000000-E	846	8" x 12" Concrete Curb	10	LF		
40	2549000000-E	846	2'-6" Concrete Curb and Gutter	450	LF		
50	2577000000-E	846	4' Concrete Expressway Gutter	10	LF		
60	2580000000-E	846	2' Concrete Valley Gutter	10	LF		
70	2591000000-E	848	4" Concrete Sidewalk	100	SY		
80	2605000000-N	848	Concrete Curb Ramp	50	SY		
90	2612000000-E	848	6" Concrete Driveway Turnout	100	SY		
100	2612000000-E	848	6" Concrete Driveway Apron	300	SY		
110	2647000000-E	852	5" Monolithic Concrete Island	400	SY		
120	2745000000-E	SP	Miscellaneous Concrete	25	CY		

*** Unit Prices Must Be Limited To Two (2) Decimal Places ***

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

Federal Identification Number _____ Contractors License Number _____

Authorized
Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the current edition of the Standard Specifications for Roads and Structures.

Reviewed by _____ **(date)** _____

Accepted by _____ **(date)** _____
Division Engineer